MATERIALS USE AGREEMENT

1. This materials use agreement (the "**Agreement**") is made with reference to Watcher Entertainment, Inc.'s ("**Producer**") use of materials, including without limitation and as applicable, certain photos, videos, names, signage, art, design, labels, logos, music, special effects, images, likenesses and any other material as described below (collectively, the "**Material**") owned by the undersigned ("**Licensor**") in the program or series listed below (the "**Program**").

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Producer and its affiliates, licensees and assignees, the right to incorporate the Material, any portions thereof or images contained therein, in whole or in part, in the Program, any episode(s) thereof, and/or in any other new media property, television series, motion picture, and/or any other project, in any manner at Producer's sole discretion, and to use and exploit the Material (as incorporated in the Program and/or otherwise) in all media, versions and forms, whether now known or hereafter devised, throughout the universe, in perpetuity, including without limitation in connection with publicity and advertising of the Program, and to use or authorize the use of any portion(s) of the Program containing the photographs and recordings made hereunder in other productions. Producer has the right to alter or modify the Material in any manner, at Producer's sole discretion. Licensor understands that Licensor shall not be accorded any credit for such use.

3. Licensor represents that (a) Licensor has the right to grant to Producer the right to use the Material without the necessity of obtaining the consent of or making any payment to any third person or entity, (b) it is the sole and exclusive copyright holder of the Materials and has not transferred or assigned any of its rights to the Materials to any third party, (c) the Material does not defame any person or entity or infringe the copyright, trademark, or violate any right of publicity, privacy or any other right of any person or entity and (d) with respect to video Materials, if any, Licensor has secured all authorizations, consents and releases, and paid or will pay all residuals, reuse fees, if any, and other compensation required by applicable collective bargaining or individual contracts or otherwise required by law; and that without limiting the foregoing, if any music is included in the Materials, as exhibited, Licensor has obtained all necessary music synchronization and performance rights from the copyright proprietors of such music.

4. Nothing contained in this Agreement shall obligate Producer to use or exploit the Materials in connection with the Program or at all.

5. Licensor agrees to indemnify, defend and hold harmless Producer, its successors, licensees and assigns, and the officers, directors, shareholders, employees, agents and

representatives of each of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by Licensor of any above representations or agreements.

6. In the event of any breach of this Agreement by Producer, Licensor's remedies shall be limited to an action at law for monetary (but not punitive or consequential) damages, and in no event shall Licensor be entitled to terminate this Agreement or Licensor's obligations hereunder, or to interfere with or enjoin Producer's production, exhibition, advertising, marketing, or other exploitation of the Materials or the Program.

7. This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Any dispute between the parties in connection with this transaction (including the arbitrability thereof) shall be resolved solely by final and binding arbitration before a single neutral arbitrator in the State of California pursuant to the rules of JAMS. The neutral arbitrator shall be a retired judge or justice of any California state or federal court. The parties may enforce the final arbitration award in any court of competent jurisdiction. In rendering a decision, the arbitrator shall provide for the prevailing party to have the right to recover from the other party such prevailing party's costs and expenses (including, but not limited to, reasonable outside attorneys' fees) in connection with the arbitration.

8. Producer shall have the right to freely assign and license this agreement and all or a portion of its rights hereunder, without Licensor's consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. An electronically transmitted signature shall be treated for any and all purposes the same as an original.

CURRENT PROGRAM TITLE:

Ghost Files

(continue on page 2)

DESCRIPTION OF MATERIAL:

_____

_____

_____

_____

SIGNATURE: _____

LEGAL NAME (Legibly): _____

COMPANY (if applicable): _____

TITLE (if applicable): _____

DATE: _____

ADDRESS:

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